Annemarie G. McGavin (VSB No. 39984) BUCHANAN INGERSOLL & ROONEY PC 1700 K Street, N.W., Suite 300 Washington, DC 20006-3807 Tel: (703) 452-7900

Tel: (703) 452-7900 Fax: (703) 452-7989

-and-

Peter J. Duhig (DE Bar No. 4024) BUCHANAN INGERSOLL & ROONEY PC 1000 West Street, Suite 1410 Wilmington, DE 19801 Tel: (302) 552-4249

Counsel for General Instrument Corporation doing business as the Home & Networks Mobility Business of Motorola Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

In re: Chapter 11

CIRCUIT CITY STORES, INC., et al. Case No. 08-35653-KRH

Debtors. Jointly Administered
Judge Kevin R. Huennekens

NOTICE OF FILING EXHIBIT TO MOTION OF GENERAL INSTRUMENT CORPORATION DOING BUSINESS AS THE HOME & NETWORKS MOBILITY BUSINESS OF MOTOROLA INC. FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(B)(9)

PLEASE TAKE NOTICE that on December 24, 2008, GENERAL INSTRUMENT CORPORATION DOING BUSINESS AS THE HOME & NETWORKS MOBILITY BUSINESS OF MOTOROLA INC. ("Home & Networks") has filed the Exhibit to its *Motion of General Instrument Corporation Doing Business As The Home & Networks Mobility Business of*

Motorola Inc. for Allowance and Payment of Administrative Expense Claim Pursuant to 11

U.S.C. § 503(b)(9) (Docket No. 1134).

Dated: December 24, 2008

BUCHANAN INGERSOLL & ROONEY PC

/s/ Annemarie G. McGavin

Annemarie G. McGavin (VSB No. 39984) 1700 K Street, N.W., Ste. 300

Washington, DC 20006-3807

Tel: 202-452-7900 Fax: 202-452-7989

and

Peter J. Duhig (DE Bar No. 4024) The Brandywine Building 1000 West Street, Suite 1410 Wilmington, Delaware 19801 Telephone: (302) 552-4200

Facsimile: (302) 552-4295 E-mail: peter.duhig@bipc.com

Counsel for General Instrument Corporation doing business as the Home and Networks Mobility business of Motorola Inc.

CERTIFICATE OF SERVICE

I hereby certify that the attached Exhibit to the *Motion of General Instrument Corporation Doing Business As The Home & Networks Mobility Business of Motorola Inc. for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(9) was served on December 24, 2008 by electronic means on the Rule 2002 Service List and Core Group Service List through the Court's ECF System. All persons not served via the Court's ECF System were served the first page of the Exhibit via First Class Mail on December 23, 2008.*

/s/ Annemarie G. McGavin
Annemarie G. McGavin

Doc 1281

Filed 12/24/08 Entered 12/24/08 09:14:03 Desc Main

Document Bank Page 3upf 26
Eastern District of Virginia
Richmond Division

DEADLINE FOR FILING 503(b)(9) CLAIMS 5:00 P.M. Pacific Time December 19, 2008

Section 503(b)(9) Claim Request Form

Circuit c/o Kurtzman Carson Co	City Stores, Inc., et al., Claims Processing nsultants LLC, 2335 Alaska Avenue, El Se	gundo, CA	90245	Circui Case I	t City Stores, Inc., et al. Nos. 08-35653 through 08-3567	70			
NOTE: Pursuant to an Ord expense under 11 U.S.C. § 50 2335 Alaska Avenue, El Segu submitted in person or by res	er of the Bankruptcy Court in the above 3(b)(9), this form must be served upon (ndo, CA 90245 by <u>December 19, 2008,</u> t gular mail, overnight mail, or hand deliv eceived by Kurtzman Carson Consultan	e-referenced Circuit City the Bar Dat	l chapter 11 ca Stores, Inc., <u>e</u>	Chapte ses (sec t al., Cl	er 11 Jointly Administered <u>e</u> Docket No. 107), to have clair laims Processing, c/o Kurtzman)) claims in the above reference	ns allowed as administrative n Carson Consultants LLC,			
General Instrud/b/a Home & Mousiness of Mous	ment Corporation Wetworks Mobility Storola, Inc. 19044 3-1000 Ces should be sent (if different from Peters L Drive 19044	aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. M. Check box if you have made any demand(s) to reclaim goods sold to the debtor under 11 U.S.C. § 546(c). (attach copies of any such demand(s)) Check box if you have transferred the rights of your claim to any third party. If so please list name of transferee: Check box if you have never received any notices from the bankruptcy court in this case.		r pf	below:) [X Circuit City Stores, Inc. (Tax I.D. No. 54-0493875) Abbott Advertising, Inc. (Tax I.D. No. 54-1624659) Circuit City Stores West Coast, Inc. (Tax I.D. No. 95-4460785) CC Distribution Company of Virginia, Inc. (Tax I.D. No. 54-1712821) Circuit City Properties, LLC (Tax I.D. No. 54-0793353) Patapsco Designs, Inc. (Tax I.D. No. 52-1086796) Ventoux International, Inc. (Tax I.D. No. 20-1071838) Sky Venture Corporation (Tax I.D. No. 54-1760311) Prahs, Inc. (n/a) XS Stuff, LLC (Tax I.D. No. 54-2029263) Kinzer Technology, LLC (Tax I.D. No. 54-2022157) Circuit City Purchasing Company, LLC (Tax I.D. No. 20-0995170) Orbyx Electronics, LLC (Tax I.D. No. 20-1203360) InterTAN, Inc. (Tax I.D. No. 75-2130875) CC Aviation, LLC (Tax I.D. No. 20-5290841) Courchevel, LLC (n/a) Circuit City Stores PR, LLC (Tax I.D. No. 66-0695512) Mayland MN, LLC (Tax I.D. No. 20-0896116)				
ACCOUNT OR OTHER NUMI DEBTOR:5002277	BER BY WHICH CREDITOR IDENTIFIE	ES 	Check here if	this cla	aim ☐ replaces ☐ amends a preγiously	filed claim, dated:			
1. BASIS FOR CLAIM: Good	s received by the Debtor within 20 days be	fore the dat	e of commence	ment of	f the case. Value of Goods: \$.	35, 321.74			
	Attached METHOD OF SHIP Attached				DATE OF RECEIPT: S See Attached	ee Attached			
3. TOTAL AMOUNT OF SEC	TION 503(b)(9) CLAIM: \$ 85, 321 adds interest or other charges in addition to	.74 the principa	al amount of the	e claim.	. Attach itemized statement of al	il additional charges.			
4. BRIEF DESCRIPTION OF Describe goods sold:	CLAIM: See Attached See Attached					ach support for your claim.			
 CREDITS AND SETOFFS: this claim. In fiting this claim 	The amount of all payments on this claim, claimant has deducted all amounts that c	has been cre laimant owe	edited and dedu s to debtor.	icted fo	or the purpose of making	FOR COURT USE ONLY			
	ITS: Attach copies of supporting document g accounts, or contracts. DO NOT SEND iments are voluminous, attach a summary.								
7. DATE-STAMPED COPY: 7 envelope and copy of this clair	To receive an acknowledgement of the filin m request form,	ng of your cl	aim, enclose a	stampe	d, self-addressed				
 ORDINARY COURSE CES payment is sought hereby, we 	RTIFICATION: By signing this claim receive sold to the debtor in the ordinary course	quest form, y	ou are certifyintor's business as	ng that s require	the goods for which ed by 11 U.S.C. § 503(b)(9),				
	nt claim: Fine of up to \$500,000 or impriso								
Date 13 13 13	Sign and print the name and title, if any, (attach copy of power of attorney, if any)	of the credi			1				
12.18.08	I regeral de to				erick L. Peters or Counsel				

Peter J. Duhig (DE Bar No. 4024) BUCHANAN INGERSOLL & ROONEY PC 1000 West Street, Suite 1410 Wilmington, DE 19801 Tel: 302-552-4249

Counsel for General Instrument Corporation, doing business as the Home & Networks Mobility business of Motorola, Inc.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA RICHMOND DIVISION

In re:

CIRCUIT CITY STORES, INC., et al.,

10

Chapter 11

Debtors.

Case No. 08-35653 (KRH) (Jointly Administered)

ADDENDUM TO SECTION 503(b)(9) CLAIM OF GENERAL INSTRUMENT CORPORATION DOING BUSINESS AS THE HOME & NETWORKS MOBILITY BUSINESS OF MOTOROLA, INC.

General Instrument Corporation, doing business as the Home & Networks Mobility business of Motorola, Inc. ("Home & Networks"), files this 503(b)(9) Claim against Debtor Circuit City Stores, Inc. (the "Debtor") and in support thereof, states as follows:

- 1. This Addendum to Home & Networks' 503(b)(9) Claim is an addendum to, and shall be deemed to be a part of and incorporated by reference in, the attached 503(b)(9) Claim.
- 2. Home & Networks is entitled to an allowed claim under Section 503(b)(9) of the Bankruptcy Code for the value of the goods (the "Goods") received by the Debtor within the 20 day period prior to November 10, 2008 (the "Petition Date"), which Home & Networks sold to the Debtor in the ordinary course of the Debtor's business. The value of the Goods is not less than \$85,321.74.

- 3. A spreadsheet listing each invoice, the date of shipment, the method of shipment, the date of receipt of the Goods by the Debtor, the name of the carrier and the place of delivery is attached hereto and incorporated herein as **Exhibit A**. The spreadsheet also describes the goods received by the Debtor and the amount of the invoice, which represents the value of the Goods.
- 4. In further support, copies of the invoices listed on Exhibit A are attached hereto and incorporated herein as **Exhibit B**. Copies of the delivery confirmations are attached hereto as **Exhibit C**.
- 5. On November 21, 2008, Home & Networks submitted its reclamation demand against the Debtors. A true and correct copy of that demand is attached hereto as **Exhibit D**. The reclamation demand includes the demand for goods relating to InterTan Canada, Ltd. Home & Networks reserves its rights to amend its 503(b)(9) Claim to include the value of these goods.
- 6. During the ordinary course of business between Home & Networks and the Debtor, the Debtor debits its account with Home & Networks to reflect the goods that it returned to Home & Networks. Home & Networks, in turn, credits the Debtor's account for these amounts. The amount Home & Networks and/or Motorola is entitled to setoff from its claims against the Debtors is approximately \$50,000. The amount of Home & Networks' 503(b)(9) Claim includes this amount.
- 7. Home & Networks reserves the right to amend or supplement its 503(b)(9) Claim, and/or file additional proofs of claim for additional claims or interests at any time, either before or after any date established by the Court.
- 8. Home & Networks fully preserves all of its rights to setoff, recoupment, and all similar such rights, and nothing herein shall be construed as a waiver thereof.

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- 9. Nothing contained in this 503(b)(9) Claim shall be construed as limiting the rights, remedies and interests of Home & Networks.
- The filing of this 503(b)(9) Claim is not (i) a waiver or release of the rights of Home & Networks against any person, entity or property; (ii) a consent by Home & Networks to the jurisdiction of this Court with respect to the subject matter of this claim, any objection or other proceeding commenced in this case against or otherwise involving Home & Networks; (iii) a waiver of the right to move to withdraw the reference, or otherwise to challenge the jurisdiction of this Court, with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against Home & Networks or otherwise, or to assert that the reference has already been withdrawn with respect to the subject matter of this claim, any objection or other proceeding commenced with respect thereto or any other proceeding commenced in this case against or otherwise involving Home & Networks; (iv) an election of remedy; or (v) a waiver of any past, present or future defaults or events of default. Home & Networks specifically preserves all of its procedural and substantive defenses and rights with respect to any claim that may be asserted against it by the Debtors or by any trustee for the Debtors' estates.
- 11. All notices and communications concerning this 503(b)(9) Claim should be sent to (a) Frederick L. Peters, Senior Counsel, Motorola, Inc., 101 Tournament Drive, Horsham, PA, 19044 and (b) Peter J. Duhig, Buchanan Ingersoll & Rooney PC, The Brandywine Building, 1000 West Street, Suite 1410, Wilmington, DE 19801.

EXHIBIT A

Cust Num Cust	Trns Date Due Date		Shipment Sh	Ship Method Receipt Date Carrier	Place of Delivery	Trans Nurr Org AR		AR Bal Class PO	PO Product Description
5002277 CIRCUIT CITY STORES, INC. 10/15/2008 11/14/2008 10/15/2008 ground	10/15/2008	11/14/2008	10/15/2008 gn	ound 10/22/2008 Roadway	Bethlehem, PA	7116993	2.102.10	2.102.10 INV	2169294 SIGNAL BOOSTER PRD OTH AU BDA-100S1 / RETAIL PKG W/ PW/P SPLY /
5002277 CIRCUIT CITY STORES, INC. 10/16/2008	10/16/2008	11/15/2008	11/15/2008 ground	-	Walnut, CA	7117155	2,516,64	2.516.64 INV	2165892 2210-RETAIL-SWIRETAIL -ADSL MDM SNGL DASH PORT ETH, SWIFINISHE
5002277 CIRCUIT CITY STORES, INC.	10/16/2008	11/15/2008	10/16/2008	ground 10/23/2008 UPS	Marion, IL	7117154	1,101.03	1,101,03 INV	2165898 2210-RETAIL-SW.RETAIL -ADSL MDM SNGL DASH PORT FTH, SW FINISHE
5002277 CIRCUIT CITY STORES, INC.	10/16/2008	11/15/2008	10/16/2008 ground	ound 10/23/2008 UPS	Groveland, FL	7117153	1,572.90	1,572.90 INV	2165899 2210-RETAIL-SW.RETAIL -ADSL MDM SNGL DASH PORT ETH, SW FINISHE
5002277 CIRCUIT CITY STORES, INC. 10/16/2008	10/16/2008		10/16/2008 ground	ound 10/23/2008 UPS	Marion, 1L	7117089	955.5	955.5 INV	2169298 SIGNAL BOOSTER PRD OTH AU BDA-100S1 / RETAIL PKG W/ PWR SPLY /
5002277 CIRCUIT CITY STORES, INC. 10/16/2008	10/16/2008	11/15/2008	10/16/2008 ground	ound 10/22/2008 UPS	Ardmore, OK	7117088	764.4	764.4 INV	2169297 SIGNAL BOOSTER PRD OTH AU BDA-100S1 / RETAIL PKG W/ PWR SPLY /
5002277 CIRCUIT CITY STORES, INC. 10/16/2008	10/16/2008	11/15/2008	10/16/2008 ground	ound 10/23/2008 UPS	Groveland, FL	7117087	382.2	382.2 INV	2169299 SIGNAL BOOSTER PRD OTH AU BDA-100S1 / RETAIL PKG W/ PWR SPLY /
5002277 CIRCUIT CITY STORES, INC.	10/17/2008	11/16/2008	10/17/2008 ground	ound 10/24/2008 Roadway	Bethlehem, PA	7117476	12,268.62	12,268,62 INV	2165887 2210-RETAIL-SW.RETAIL -ADSL MDM SNGL DASH PORT ETH SW FINISHE
5002277 CIRCUIT CITY STORES, INC. 10/17/2008	10/17/2008	11/16/2008	10/17/2008 ground	ound 10/24/2008 Roadway	Ardmore, OK	7117475	29,727.81	29,727,81 INV	2165895 2210-RETAIL-SW.RETAIL -ADSL MDM SNGL DASH PORT ETH, SW FINISHE
5002277 CIRCUIT CITY STORES, INC. 10/17/2008	10/17/2008	11/16/2008	10/17/2008 ground	ound 10/23/2008 Roadway	Livermore, CA	7117471	27,211.17	27,211,17 INV	2158823 2210-RETAIL-SW.RETAIL -ADSL MDM SNGL DASH PORT ETH, SW FINISHE
5002277 CIRCUIT CITY STORES, INC.	10/22/2008		10/22/2008 ground	ound 10/29/2008 Roadway	Marion, 1L	7119370	5,190.57	5,190.57 INV	2172884 2210-RETAIL-SW, RETAIL - ADSL MDM SNGL DASH PORT ETH, SW FINISHE
5002277 CIRCUIT CITY STORES, INC. 10/24/2008	10/24/2008	11/23/2008	10/24/2008 ground	ound 10/23/2008 UPS	Walnut, CA	7119942	955.5	955.5 INV	2169296 SIGNAL BOOSTER PRD OTH AU BDA-10051 / RETAIL PKG W/ PWR SPLY /
500277 CIRCUIT CITY STORES, INC. 10/24/2008	10/24/2008	11/23/2008	10/24/2008 ground	ound 10/22/2008 UPS	Livermore, CA	7119941	573.3	573.3 INV	2169295 SIGNAL BOOSTER, PRD OTH, AU, BDA-100S1 / RETAIL PKG WI PWR SPLY /

EXHIBIT B

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1 OF 1

SALES INVOICE

Document Page 10 of 26 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE **RICHMOND VA 23233**

INVOICE NO
7116993
INVOICE DATE
 15-OCT-08
PURCHASE ORDER NO.
2169294
CUSTOMER NO.
5002277
DUE DATE
 14-NOV-08
COMMERCIAL INV NO.
8824488

INVOICE NO

SHIP TO LOCATION: 0255

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 4000 TOWNSHIP LINE ROAD STORE #255 / MIKE SPARLING BETHLEHEM PA 18020

ORDER NO.	ORDER DATE	ÓRDER TYPE	WH	TERMS		SA	_ESMAN	SBU	GEO CODE NO
90383228	09-OCT-08 O	M-STANDARD ORDER MIXE	H03	NET 30			BOHNERT	185	390770320
P/S BATCH # 308881	R/S NO. 8824488	SHIPPED VIA ROADWAY		BILL NUMBER 3741595X	NO. O	F PKGS,	<u>W</u> ЕIGHT 168.96		SHIP DATE

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD O	TH,AU,BDA-100S1 / RETAIL PKG W/	66	31.85	2,102.10
i						
REIGHT CHAR(EVERAL PACK)	GES ON THIS INVOICE MA NG SLIPS.	Y BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Ho Business of Motorola, Inc Record Invoice No. on your check.	All shinments FOR	MERCHANDISE	2,102.10
AST DUE INVO	ICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	our plant. All claims for allowance must be made within 10 days Do not return merchandise without our permission. Merchandise	rom date of invoice. returned must be	TAX	0.00

INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

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Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this Involce. It has fully compiled with Section 6, 7 and 12 of the Fair Labor Standards Ad. as amended, and of regulations and orders of the United States Department of Labor Issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Susiness of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	2,102.10
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	2,102.10

SALES INVOICE

Qocument Page 12 of 26 *MOTOROLA*

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

i.	INVOICE NO.
	7117155
	INVOICE DATE
	16-OCT-08
	PURCHASE ORDER NO:
	2165892
ji ji	CUSTOMER NO.
	5002277
	DUE DATE
	15-NOV-08
	COMMERCIAL INV NO.
	8825773

PAGE

SHIP TO LOCATION: 0353

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 680 S LEMON AVE STORE #353 / ANTHONY CALLES **WALNUT CA 91789**

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ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90382189	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	050377675
P/S BATCH#	P/S NO:	SHIPPED VIA	WAYE	BILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
309701	8825773	UNITED PARCEL SERVICE	1Z05425	X0370789646	16	96	16-0	OCT-08

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	2210-02-M002	2210-RETAIL-SW,RETAIL	-ADSL MDM SNGL DASH PORT ETH,	48	52.43	2,516.64
FREIGHT CHARI	GES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hom Business of Motorola, Inc Record Invoice No. on your check. All		MERCHANDISE	2,516.64
		1/2% PER MONTH SERVICE	our plant. All claims for allowance must be made within 10 days from Do not return merchandise without our permission. Merchandise re prepaid to be accepted. Seller represents that with respect to the re	om date of invoice.	TAX	0.00
CHARGE.		NEW FERMONTH SERVICE	articles and/or the performance of the services covered by this invo	oice, it has fully	FREIGHT/DELIVERY	0.00

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of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323-1000.

CURRENCY;	USD
TOTAL	2,516.64
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	2,516.64

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Filed 12/24/08

Entered 12/24/08 09:14:03

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SALES INVOICE

Qocument Page 14 of 26 *MOTOROLA*

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

	INVOICE NO.
	7117154
	INVOICE DATE
	16-OCT-08
F	PURCHASE ORDER NO.
	2165898
	CUSTOMER NO.
	5002277
	DUE DATE
	15-NOV-08
	COMMERCIAL INV NO.
	8825777

PAGE

SHIP TO LOCATION: 0755

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 1100 CIRCUIT CITY ROAD STORE #755 / CRAIG HUNT MARION IL 62959

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SAL	ESMAN	SBU	GEO CODE NO
90382187	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEEN	BOHNERT	185	141991730
P/S BATCH #	P/S NO.	SHIPRED VIA	WAYB	ILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
309701	8825777	UNITED PARCEL SERVICE	1Z05425	X0371939508	7	42		OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	2210-02-M002	2210-RETAIL-SW,RETAIL	-ADSL MDM SNGL DASH PORT ETH,	21	52.43	1,101.03
					·	
TREALET OLIVE			Make checks provide to Consultations to the Consultation	215	MERCHANDISE	
BEVERAL PACKI	JES ON THIS INVOICE MA ING SLIPS.	AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected In Business of Motorola, Inc Record Invoice No. on your check our plant. All claims for allowance must be made within 10 day Do not return marchandise without our permission. Marchandi	. All shipments F.O.B. s from date of Invoice.	TAX	1,101.03

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

our plant. All claims for allowance must be made within 10 days from date of invoice, Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully compiled with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

MERCHANDISE	1,101.03
TAX	0.00
FREIGHT/DELIVERY	0.00
TOTAL	1,101.03
CURRENCY:	USD

4. REPRESENTATION OF BUYER. Buyer represents and warrants that (i) it is (or it is wafting as a distributor, repair connect or other agent for a fairly party which is, other buyers to cope as cable benefits on the connection representation for the connection of th	DO AND CALL (b) Intelligental Protective Solids and related new states recovered to some content of the Solids and solid and states of the Content of the Solids and solid solid and solid
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2 PRICES, rip Universe otherwise indicated on the front of the Order, all prices are quated EX-WORKS Selects manufacturing facility according to INCOTERIAS 2000. In order to be valid, any different shipping in manufacturing facility according to INCOTERIAS 2000. Canada feature the propose properties of the front handor, the prices specified herein do not include any features. Institute from the prices specified herein do not include any features. Institute from the prices specified herein do not include any features. Institute from the prices of the feature from the feat	Contractive and annual contractive to state about 10 processor in section and annual contractive annual co
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SS FOR A PARTICULAR PURPOSE AND	2). EXPORT RESTRICTION. Buyer understands that certain goods and/or Software furnshed hereunder may be subject be export control lews or regulation. Buyer hereby agrees has it will comply with all regulations and an analysis of the export or other regulation of all goods and/or managements. These regulations are all goods and/or managements. The export or other regulation of all goods and/or managements. The export or other regulation of all goods and/or managements.
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ied refounder. If any lirmware and/or relate for related documentation solely in co lons for Licensian of Software att	and ownthen, with respect to such transactions (including, without limitations, any terms proposed by Buyer) and such communications, representations, promisses or settlements, of any kind, made by proposed by Buyer is innived to these terms. No addition or modification of any printed provision in the brinded provision of any printed print
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PARTY, INTHE PORGONIA WARAAMTES AGE IN LIEJ OF ALL OTHER WARRAATIES EXPESSED, IMPLIED OR STATUTORY RELATING TO THE SOFTWARE, INCLUIDING BUT NOT LIMITED TO, IMPLED WARRAATIES OF FINESS FOR A PARTICULAR PURPOSE. AND WARRAATIES OF MIRROHAMTABULTY, AND (v) any unsufforded use or modification of the Software by Boyer shall vaid any and all implications from the Software by Boyer shall vaid any and all implications of the Software by Boyer shall vaid any and all implications of the Software by Boyer shall vaid any and all implications of the Software by Boyer shall vaid any and all implications of the Software by Boyer shall vaid any and all implications of the Software by Boyer shall vaid any and all implications of the Software by Boyer shall vaid any and all implications of the Software by Boyer shall be	General Instrument Corporation dibla Connected Home Solutions Business of Motorola, inc. Producto Order Etny and Customer Service Localions:
enyidencembla or entit, without the prior within consent of selection. Selection 10 hereof, all copies of Schware shall be clearly marked by Bayer with the same proprietary and copyright appear on the Schware se originary supplied to Bayer.	Call 1-800-523-6678 Phendunduns Transment Annual Call Call Call Call Call Call Call C
12. INDEMNIFICATION. [a] CHRIND, Party shall defind indemnity and hold lamiless the other party, its respective officers, directors, agents, subsidiaries, subcombactors, assigness and employees, or any of them.	Un'injurahani Uriw Horbani, PA 1904 (215) 323-1000

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SALES INVOICE

Qocument Page 16 of 26 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. **101 Tournament Drive** Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

INVOICE DATE
16-OCT-08
PURCHASE ORDER NO.
2165899
CUSTOMER NO:
5002277
DUE DATE
15-NOV-08
COMMERCIAL INV NO.
8825774

PAGE

INVOICE NO.

7117153

SHIP TO LOCATION: 0775

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

CIRCUIT CITY STORES, INC. 19925 INDEPENDENCE BLVD STORE #775 / RAY CURRENT **GROVELAND FL 34736**

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90382185	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	100693454
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYBI	LL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
309701	8825774	UNITED PARCEL SERVICE	1Z05425	K0371543408	10	60	16-	OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	2210-02-M002	2210-RETAIL-SW,RETAIL	-ADSL MDM SNGL DASH PORT ETH,	30	52.43	1,572.90
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FREIGHT CHAR SEVERAL PACK		AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hon Business of Motorola, Inc Record Invoice No. on your check. A	Il shioments F.O.B.	MERCHANDISE	1,572.90
PAST DI IE INVO	ICES ARE SUBJECT TO 4	1/2% PER MONTH SERVICE	our plant. All claims for allowance must be made within 10 days fr Do not return merchandise without our permission. Merchandise	returned must be	TAX	0.00
CHARGE.	NOES AND SUBJECT TO F	1/2% FER MONTH SERVICE	prepaid to be accepted. Seller represents that with respect to the articles and/or the performance of the services covered by this inv complied with Section 6, 7 and 12 of the Fair Labor Standards Ac	oice, it has fully	FREIGHT/DELIVERY	0.00
A due t			of requiations and orders of the United States Department of Labor	r issued under	TOTAL	4 572 00

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of regulations and orders of the United States Department of Lebor issued under Section 14 thereof. Inquiries should be directed to General Instrument, doa Connected Home Solutions Business of Motornia, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	1,572.90
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	1,572.90

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INVOICE NO.

7117089

INVOICE DATE 16-OCT-08

PURCHASE ORDER NO. 2169298

CUSTOMER NO.

5002277

DUE DATE

15-NOV-08 COMMERCIAL INV NO. 8824489

SALES INVOICE

Qocument Page 18 of 26 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE DEEP RUN 3, 5TH FLOOR , ATTN MERCHANDISE PAYABLE RICHMOND VA 23233

SHIP TO LOCATION: 0755

CIRCUIT CITY STORES, INC. 1100 CIRCUIT CITY ROAD STORE #755 / CRAIG HUNT MARION IL 62959

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WН	TERMS	S/	LESMAN	SBU	GEO CODE NO
90383227	09-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	141991730
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYE	ILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
308881	8824489	UNITED PARCEL SERVICE	1Z05425	X0372079310	5	76.8	16-	OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD O	TH,AU,BDA-100S1 / RETAIL PKG W/	30	31.85	955.50
			-			
l						
FREIGHT CHAR SEVERAL PACK	GES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Home Business of Motorola, Inc Record Invoice No. on your check, All	shipments F.O.B.	MERCHANDISE	955.50
		4/00/ 555 1461/54 555	our plant. All claims for allowance must be made within 10 days fro Do not return merchandise without our permission. Merchandise re	turned must be	TAX	0.00
CHARGE.	ICES ARE SUBJECT TO T	1/2% PER MONTH SERVICE	prepaid to be accepted. Seller represents that with respect to the re articles and/or the performance of the services covered by this invo	olce. It has fully	FREIGHT/DELIVERY	0.00
MIU			complied with Section 6, 7 and 12 of the Fair Labor Standards Act. of regulations and orders of the United States Department of Labor Section 14 thereof, Insuline should be directed to Concern Legisland.	issued under	TOTAL	955.50

Section 14 thereof. Inquiries should be directed to General Instrument, dia Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

955.50	MERCHANDISE
0.00	TAX
0.00	FREIGHT/DELIVERY
955.50	TOTAL
USD	CURRENCY:

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Filed 12/24/08

Entered 12/24/08 09:14:03

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INVOICE NO:

7117088

INVOICE DATE

SALES INVOICE

Document Page 20 of 26 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION:

CIRCUIT CITY 9954 MARYLAN DEEP RUN 3, 5 RICHMOND VA

RICHMOND001		16-OCT-08 PURCHASE ORDER NO.
		2169297
STORES, INC.		CUSTOMER NO.
ND DRIVE 5TH FLOOR , ATTN MERCHANDISE PA'	YABLE	5002277
A 23233		DUE DATE
		15-NOV-08
		COMMERCIAL INV. NO.
		8824490
N: 0567	PLEASE REMIT TO	

SHIP TO LOCATION

CIRCUIT CITY STORES, INC. 1901 COOPER DRIVE STORE #0567 / TY TALAIFERRO

I ARDMORE OK 73401

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90383226	09-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	370190050
P/S BATCH #	P/S NO	SHIPPED VIA	WAYE	BILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
308881	8824490	UNITED PARCEL SERVICE	1Z0542	5X0370327368	4	61.44	16-	OÇT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE ITEM NUMBER/CROSS NO: REFERENCE	ITEM DESCRIPTION	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1 484095-001-00	SIGNAL BOOSTER,PRD OTH,AU,BDA-100S1 / RETAIL PKG W/	24	31.85	764.40

FREIGHT CHARGES ON THIS INVOICE MAY BE CONSOLIDATED FOR SEVERAL PACKING SLIPS.

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Make checke payable to General Instrument, dba Connected Home Solutions Business of Motorola, inc... Record Invoice No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Seller represents that with respect to the requisition of the articles and/or the performance of the services covered by this invoice. It has fully compiled with Section 6, 7 and 12 of the Fair Labor Slandards Act, as semended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (216) 323–1000.

764.40	MERCHANDISE
0.00	TAX
0.00	FREIGHT/DELIVERY
764.40	TOTAL
USD	CURRENCY:

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Case 08-35653-KRH Doc 1281 Filed 12/24/08 Entered 12/24/08 09:14:03 Desc Main

1 OF 1

SALES INVOICE

Qocument Page 22 of 26 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE

DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE

RICHMOND VA 23233

SHIP TO LOCATION: 0775

CIRCUIT CITY STORES, INC. 19925 INDEPENDENCE BLVD STORE #775 / RAY CURRENT **GROVELAND FL 34736**

INVOICE DATE 16-OCT-08 PURCHASE ORDER NO. 2169299 CUSTOMER NO. 5002277 DUE DATE 15-NOV-08 COMMERCIAL INV NO.

8824486

INVOICE NO.

7117087

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS		SA	LESMAN	SBU	GEO CODE NO
90383223	09-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30		COLEE	N BOHNERT	185	100693454
P/S BATCH#	P/S NO.	SHIPPED VIA	WAYE	HLL NUMBER	NO.	OF PKGS.	WEIGHT		SHIP DATE
308881	8824486	UNITED PARCEL SERVICE	1Z05425	X0370200093		2	30.72		OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITÉM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION		QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	484095-001-00	SIGNAL BOOSTER,PRD OT	TH,AU,BDA-100S1 / R	ETAIL PKG W/	12	31.85	382.20
		AY BE CONSOLIDATED FOR	Business of Motorola, Inc	neral Instrument, dba Connected Hon Record Invoice No. on your check. A	Il shipments F.O.B.	MERCHANDISE	382.20
	SEVERAL PACKING SLIPS. PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.			our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission, Merchandise returned must be			0.00
PAST DUE INVO CHARGE.				er represents that with respect to the nce of the services covered by this inv	oice, it has fully	FREIGHT/DELIVERY	0.00
MIU			of regulations and orders of Section 14 thereof. Inquiries	nd 12 of the Fair Labor Standards Ac the United States Department of Labo s should be directed to General Instru Business of Motorola, Inc., 101 Tourn	or issued under ment, dba	TOTAL	382.20
			Horsham, PA 19044. Telep	hone No. (215) 323-1000.	Marie Dive	CURRENCY:	USD

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demeticable beganise convext. (Neise specified to be from thems) exhibit neisel extension and the carrier floor delivered returneds. In addition, Seller shall select to perform the services to be included without infinition for right. In such discriming, a sea openies cardiomated in performing a services to be under Seller's sole and exclassed effection. Buyer shall not solicit to employment, for itself of for any other portion or early, any personnel of Seller involved in the personnel or Seller involved in the personnel or seller.	entransitive (effects between the state of t
S. NRPECTION and ACCEPTANCE. All goods delivered hereunder shall be inspected by Bluyer with filteen (15) days after receipt thereof, and such goods shall be conclusively deemed accepted by Bluyer unless entering the conclusively deemed accepted by Bluyer unless and accepted by Bluyer and the period. Referend goods shall be placed by Bluyer in safe shareget for inspection by Seller or returned by Bluy.	Downstandiant instantive warmy for such services as described in Section B. Stalinf's sole and services or any services warmy for such services. 2. <u>Inditation of Librathins.</u> NOTWITHSTANDING ANTTHING CONTAINED IN THIS ORDER, WHERE SELLER FAILS TO MAKE DELIVERY OR REPUDATES OR BREACHES ANY PROVISION OF THIS TO SERVICES.
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by the wind the period of using whether with the period of	spressed, controls, common explications to be parties at their espective buildness eddresses, and shall be dermed given three (3) days after the date of mailing on on the date of controls, common explications are selected to the purpose of recaiving notices under this Order, either carry may change its address or its drastmile number by giving the other party filteren (15) days' it it is new address or destinite number.
THE LHANGA NOUNDINISMS OF THIS GOADED FORMATH HER BELLINGT OF THE GOODS, SOFTWARE ANDIOR SERVICES PROVIDED HEREUNDER AND ARE IN IEB OF ALL WARRANTIES, EXPRESS, IMPLIED OF STATUTORY, INCLIDING, BUT NOT LAWITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF RETRIESS FOR A PARTICULAR PURPOSE AND ANY OPER MAINED. OF THE MANUAL WARRANTY OBLIGATION THE PART OF SELLER.	 EVENTRY RESTRUCTON. Buyer undeabands that scralin goods entire Software furnished benearade may be adulect control care or regulation. Buyer hereby agrees that it will comply with all representational actions, forced laws, as well as all ordinarious actions, and action relating to the source of control control control control care. Exported and the control contr
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erand forthwistukes. Boyer shall not make any oppier of lays such historias house such internation in any manner contray of Software provided hereunders within a convent of Select (expl of Software provided hereunder may be made by Bayer for broage or archival purposes). In connection with information, goods, Software provided hereunder may be made by Bayer for broage or archival programs in inconnection with information, goods, Software provided by Bayer broaden software shall be such a connection with the a copy of which will be provided be Bayer upon request (i) Blayer shall not revense any	Entransformenteros to fictive the transfer by non-readurine license of certain specified rights in and to Schware, as may be included herein as part of the goods or services provided herein der. T International Schware is reserved to Schward for an international registration language. Any translated version of it is purely for the convenience of the paties and the English v mobiline.
bedstablende my Solbware, augument or any other goods provided hereunder, (d) This Order shall not be construed as graning any right or ficaries, express or implied, except as expressly set forth providence of the about on the about of the	5. MERGER. The Order (Inciding any applicable software liteance terms and conditions referred to in Section (1) constitutes the final written expression of all terms of the agreement relating to the transaction. We shall not the furth lended of complete and conditions for the form of the section of the condition of the conditions of the section of the conditions of the condition of the conditi
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General Instrument Corporation dubs Connected Home Solutions Business of Motorols, Inc.
Productor Corporation dubs Connected Home Solutions Business of Motorols, Inc.
Hasquareners
Hasquar

INVOICE NO.

7117476

INVOICE DATE

17-OCT-08

PURCHASE ORDER NO. 2165887

CUSTOMER NO.

5002277

DUE DATE 16-NOV-08 COMMERCIAL INV NO. 8825776

1 OF 1

SALES INVOICE

Rocument Page 24 of 26 *MOTOROLA*

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. 101 Tournament Drive Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE L DEEP RUN 3, 5TH FLOOR, ATTN MERCHANDISE PAYABLE **RICHMOND VA 23233**

> SHIP TO LOCATION: 0255

PLEASE REMIT TO:

CIRCUIT CITY STORES, INC. HIP 4000 TOWNSHIP LINE ROAD STORE #255 / MIKE SPARLING BETHLEHEM PA 18020

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TÉRMS	SA	LESMAN	SBU	GEO CODE NO
90382194	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	N BOHNERT	185	390770320
P/S BATCH#	P/S NO.	SHIPPEDVIA	WAYE	ILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
309701	8825776	ROADWAY	873	742255X	78	468	17-	OCT-08

Order Notes:

If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO.	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION		QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE			
1	2210-02-M002	2210-RETAIL-SW,RETAIL	-ADSL MDM SNGL DASI	H PORT ETH,	234	52.43	12,268.62			
REIGHT CHAR EVERAL PACK	GES ON THIS INVOICE MA ING SLIPS.	AY BE CONSOLIDATED FOR	Business of Motorola, Inc Rec	Instrument, dba Connected Home ord Invoice No. on your check. All s	hipments F.O.B.	MERCHANDISE	12,268.62			

PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE.

MIU

Business of Motorola, Inc... Record Involce No. on your check. All shipments F.O.B. our plant. All claims for allowance must be made within 10 days from date of invoice. Do not return merchandise without our permission. Merchandise returned must be prepaid to be accepted. Selier represents that with respect to the requisition of the articles and/or the performance of the services covered by this involce. It has fully complied with Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

CURRENCY:	USD
TOTAL	12,268.62
FREIGHT/DELIVERY	0.00
TAX	0.00
MERCHANDISE	12,268.62

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TERMS OF SALE OF GOODS AND / OR SERVICES

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SALES INVOICE

Rocument Page 26 of 26 MOTOROLA

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. **101 Tournament Drive** Horsham, PA 19044 215-323-1000

BILL TO LOCATION: RICHMOND001

CIRCUIT CITY STORES, INC. 9954 MARYLAND DRIVE DEEP RUN 3, 5TH FLOOR , ATTN MERCHANDISE PAYABLE RICHMOND VA 23233

SHIP TO LOCATION: 0567

CIRCUIT CITY STORES, INC. 1901 COOPER DRIVE STORE #0567 / TY TALAIFERRO ARDMORE OK 73401

INVOICE NO. 7117475 INVOICE DATE 17-OCT-08 PURCHASE ORDER NO. 2165895 CUSTOMER NO. 5002277 DUE DATE 16-NOV-08 COMMERCIAL INV NO. 8825778

PLEASE REMIT TO:

General Instrument Corporation dba Connected Home Solutions Business of Motorola, Inc. PO BOX 91640 CHICAGO IL 60693

ORDER NO.	ORDER DATE	ORDER TYPE	WH	TERMS	SA	LESMAN	SBU	GEO CODE NO
90382188	02-OCT-08	OM-STANDARD ORDER MIXE	H03	NET 30	COLEE	BOHNERT	185	370190050
P/S BATCH#	P/S NO.	SHIPPEO VIA	WAYE	ILL NUMBER	NO. OF PKGS.	WEIGHT		SHIP DATE
309701	8825778	ROADWAY	873	7422569	189	1134		OCT-08

Order Notes:

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If you have any questions, please contact your Receivables Management Specialist

ANGELA URBAN at 215-323-1760

LINE NO:	ITEM NUMBER/CROSS REFERENCE		ITEM DESCRIPTION:	QUANTITY SHIP	UNIT PRICE	EXTENDED PRICE
1	2210-02-M002	2210-RETAIL-SW,RETAIL	-ADSL MDM SNGL DASH PORT ETH,	567	52.43	29,727.81
REIGHT CHAP SEVERAL PACI	IGES ON THIS INVOICE MA	AY BE CONSOLIDATED FOR	Make checks payable to General Instrument, dba Connected Hom Business of Motorola, inc Record Involce No. on your check. All	shipments F.O.B.	MERCHANDISE	29,727.81
PAST DUE INV	DICES ARE SUBJECT TO 1	1/2% PER MONTH SERVICE	our plant. All claims for allowance must be made within 10 days from Do not return merchandise without our permission, Merchandise re prepaid to be accepted. Seller represents that with respect to the re	alumed must be	TAX	0.00
CHARGE.			articles and/or the performance of the services covered by this invocomplied with Section 6, 7 and 12 of the Fair Lebor Standards Act.	oice, it has fully	FREIGHT/DELIVERY	0.00
MIU			of regulations and orders of the United States Department of Labo	r issued under	TOTAL	29 727 81

MIU

Section 14 thereof. Inquiries should be directed to General Instrument, dba Connected Home Solutions Business of Motorola, Inc., 101 Tournament Drive, Horsham, PA 19044. Telephone No. (215) 323–1000.

29,727.81 USD